



STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

RFP Number:
09-008-ACCD

RFP Title:
Residential Sex Offender Treatment Program

RFP Response Due Date and Time:
October 15, 2008
2:00 p.m., Local Time

Number of Pages: 60, Appendices A, B, C, & D

ISSUING AGENCY INFORMATION

Procurement Officer:
Gary Willems

Issue Date:
August 8, 2008

Montana Department of Corrections
Contracts Management Bureau
1539 11th Avenue
Helena, MT 59620

Phone: (406) 444-4941
Fax: (406) 444-9818
TTY Users, Dial 711

Website: <http://cor.mt.gov/>

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to:

Montana Department of Corrections
Attn: Gary Willems
1539 11th Avenue
Helena, MT 59620

Mark Face of Envelope/Package:

RFP Number: 09-008-ACCD
RFP Response Due Date: October 15, 2008

Special Instructions:

Pre-proposal conference in Helena, Section 1.5

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS – APPENDIX A

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:

Authorized Offeror Signatory:

(Please print name and sign in ink)

Offeror Phone Number:

Offeror FAX Number:

Offeror E-mail Address:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the State of Montana

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of Montana of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the Department website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the State of Montana or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State of Montana. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.
8. _____ **Check the Department website for RFP addenda.** Before submitting your response, check the Department website at <http://www.cor.mt.gov/> to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

This checklist is provided for assistance only and doesn't need to be included with Offerors Response.

SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date	8/08/08
Pre-Proposal Conference.....	8/19/08
Deadline for Receipt of Written Questions.....	8/26/08
Written Response to Questions Posted to the MDOC Website.....	9/02/08
RFP Response Due Date.....	10/15/08
<i>Intended</i> Date for Contract Award	11/14/08

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The Montana Department of Corrections (hereinafter referred to as "the Department" or "MDOC") is requesting offers from **private, nonprofit or for-profit Montana corporations** (ref. 53-1-203(2) MCA) to operate and manage a Residential Sex Offender Treatment (RSOT) Program (Program) for MDOC adult male offenders, as specified herein. A more complete description of the services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The initial contract term is for a period of ten (10) years - subject to contract negotiation. Renewals of the Contract, by mutual agreement of both parties, may be made at two-year intervals, or any interval that is advantageous to the State of Montana. This Contract, including any renewals, may not exceed a total of twenty (20) years, as mutually agreed by the Contractor and MDOC.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with MDOC staff or officials regarding this procurement, except at the direction of the MDOC procurement officer in charge of the solicitation.** Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: **Gary Willems**
Address: **1539 11th Avenue**
Telephone Number: **(406) 444-4941**
Fax Number: **(406) 444-9818**
E-mail Address: **gwillems@mt.gov**

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and sample contract set out in this RFP and promptly notify the procurement officer, in writing or via e-mail, of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. MDOC will make any final determination of changes to the RFP.

1.3.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must submit these questions, in writing or via e-mail, to the procurement officer on or before **2:00 P.M. on August 26, 2008**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.3.3 Department Response. MDOC will provide an official written response by **September 2, 2008** to all questions received by the designated time/date. MDOC'S response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon MDOC. Any formal written addendum will be posted on the MDOC website, alongside the posting of the

1.4 DEFINITIONS

Abstinence means the decision to refrain from taking part in a self-prohibited behavior. For sex offenders, abstinence is marked by refraining from engaging in behaviors that are associated with their offense patterns and not dwelling on deviant fantasies and thoughts.

Abstinence Violation Effect (AVE) means a term used to describe high risk factors and a variety of changes in beliefs and behaviors that can result from engaging in lapses. Among the components of the AVE are: a sense that treatment was a failure; a belief that the lapse is a result of being weak-willed and unable to create personal change; a failure to anticipate that lapses will occur; and recalling only the positive aspects of the abusive behavior (also referred to as the Problem of Immediate Gratification). When sex offenders are not prepared to cope with the AVE, the likelihood of relapse increases. The AVE is experienced most strongly when clients believe that lapses should never occur.

ACA Standards means the most recent edition of Standards for Adult Community Residential Services published by the American Correctional Association, 4380 Forbes Blvd., Lanham, MD 20706-4322; (301) 918-1800, as the standards may be modified, amended, or supplemented in the future.

Actuarial Risk Assessment means a risk assessment based upon risk factors which have been researched and demonstrated to be statistically significant in the prediction of re-offense or dangerousness.

Adaptive Coping Response (ACR) means a change in thoughts, feelings, and/or behaviors that helps sex offenders deal with risk factors and reduces the risk of lapse. Adaptive coping responses help sex offenders avoid re-offending (relapse), and may be general in nature (e.g., talking with a friend who is upset, hurt, or angry) or specific to certain situations (e.g., avoiding children or refraining from masturbation to deviant fantasies).

General coping responses improve the quality of life. These responses include: effectively managing stress and anger; improving skill and ability to relate with others; changing life in ways which do not support sexually abusive behavior; learning to relax; and increasing knowledge, skills and ability to solve problems.

Specific coping responses deal with lapses and identified risk factors. These include: avoiding triggers to behavior (stimulus control); avoiding high risk factors; escaping from risk factors; developing specific coping methods for a particular problem and using them when the problem occurs; changing the way one thinks; learning ways to reduce the impact of the AVE; developing lapse contracts; setting positive approach goals; and using other methods of dealing with problems when they arise.

Aftercare means the portion of treatment that occurs after formal termination or graduation from the primary treatment program. Aftercare is provided either by the primary treatment provider or by community resources that are overseen and/or contracted by the primary treatment provider.

Aftercare Plan means the plan created by the primary treatment staff, family, other support systems, and the sex offender which includes the development of daily living skills, a focus on community reintegration while residing in a less structured/restrictive environment, a relapse prevention component, an emphasis on healthy living and competency building, and an identified system of positive support.

Board means the Board of Pardons and Parole (BOPP) as authorized in 2-15-2302 and 46-23-104, MCA.

Case Manager means an individual who has a baccalaureate degree and demonstrates a willingness to work with offenders in a constructive manner in the context of a therapeutic Sex Offender Treatment Center.

Certified Chemical Dependency Counselor means a person who has the knowledge and skills necessary to provide the therapeutic process of chemical dependency counseling and who is certified by the Department of Labor and Industry after determining compliance with standards of qualification, education, training, and experience.

Cognitive Restructuring means a treatment model that focuses on the thoughts that lead an individual to criminal behavior. The primary goal is to restructure criminal thinking and therefore change criminal behavior. This component will help each offender examine patterns of thought that recur with negative consequences and develop a plan to change such thinking. Most important, this program has been shown to help reduce recidivism and produce overall change from anti-social to pro-social thinking and behavior in the offender population.

Conditional Release This refers to instances when an inmate is released into the community under auspices of MDOC and subject to its rules. This is not a parole and inmates are not eligible for parole considerations while on conditional release. Offenders who violate conditions of their release and are sent to prison would become eligible for parole when prison records show they have served their minimum sentence.

Contract means the agreement entered into between MDOC and the successful offeror for the provision of services requested under the terms of this RFP. The Contract will incorporate the offeror's response and this Request for Proposal and amendments, as applicable.

Contractor means the firm awarded the Contract to provide the services addressed in this RFP.

Court Order means any existing or future order issued by a court of competent jurisdiction or any existing or future stipulations, agreements, or plans entered into in connection with litigation that is applicable to the operation, management, or maintenance of the Facilities or related to the care and custody of offenders at the Facilities.

Criminogenic means producing or tending to produce crime or criminality.

Department or MDOC means the Montana Department of Corrections.

MDOC Sentence means an offender is sentenced by District court to the Department of Corrections. MDOC can then assess an offender's needs and history and place the offender in the appropriate facility. The key is that if the offender does not get placed in prison, then the MDOC retains jurisdiction and may release the offender, when appropriate, through a Conditional Release.

Department Liaison means MDOC employee(s) designated to monitor the overall operation of the RSOT Program for compliance with Contract provisions and to coordinate the activities and communications between MDOC and the Contractor. The Treatment Contract Program Manager serves as MDOC Liaison for the RSOT Program.

Direct Supervision means constant, uninterrupted supervision of an offender. Staff must be in the immediate presence of offenders at all times.

Eligible Chemical Dependency Counselor means an individual who meets eligibility requirements set forth in 37-35-102, MCA. Eligibility requirements address qualification, education, training, and experience.

Emergency care means the medical or surgical care necessary to treat the sudden onset of a potentially life or limb threatening conditions or symptoms, which must begin within 12 hours after onset. Heart attacks, strokes, poisoning, loss of consciousness or respiration, and convulsions are examples of medical care emergencies.

Facility means the physical location of the RSOT Program operated by the Contractor, including housing units, administrative offices, and all other structures and improvements of whatever kind, including but not limited to

all support buildings, roads, fences, utility systems, etc.

FF&E means furnishings, fixtures, and equipment or the providing of same, depending upon the context.

Fiscal Year means any one-year period beginning on July 1 and ending on June 30, which period is used for budgeting and appropriations purposes by MDOC.

Graduation or Discharge Readiness means documented evidence of a sex offender's accomplishment of treatment goals outlined in an individual treatment plan. Sex offender progress that leads to graduation or discharge readiness may include, but is not limited to:

- A decrease in the offender's risk/dangerousness to the community;
- Aftercare planning;
- A community reintegration plan;
- The ability to recognize and alter thinking errors and to intervene in the assault cycle;
- The ability to develop and use relapse prevention plans;
- Knowledge of healthy sexuality and safe sex practices;
- Improved social skills;
- Passing a Polygraph;
- Vocational and recreational planning; and
- A commitment to attend aftercare support groups.

Indirect Supervision means a non-routine lapse in Direct Supervision is allowed for short, temporary periods provided the inmate is in a secure area or, staff may have visual supervision of an inmate without being within the immediate presence of the offender.

Individual Treatment Plan means a document outlining the essential treatment issues which must be addressed by the sex offender. Treatment plans often consist of core problem areas to be addressed in treatment such as cognitive restructuring, emotional development, social and interpersonal skills enhancement, lowering of deviant sexual arousal, anger management, empathy development, understanding of the sexual abuse cycle, and the formulation and implementation of a relapse prevention plan. These plans include the:

- Problem to be addressed;
- Proposed treatment;
- Treatment goal;
- Responsible staff; and
- Time frame to meet goals.

Inmate/Offender means an adult male or a juvenile adjudicated as an adult serving a sentence of incarceration in an institution, program, or facility operated by MDOC.

Inpatient Hospitalization means health care received by an inmate admitted to a facility licensed and operated pursuant to law that is primarily engaged in providing health services on an inpatient basis for the care and treatment of injuries or sickness through medical, diagnostic, and surgical facilities.

IPPO means Institutional Probation and Parole Officer.

Lapse means an emotion, fantasy, thought, or behavior that is part of a sex offender's cycle and relapse pattern. Lapses are not sex offenses. They are precursors or risk factors for sex offenses. Lapses are not failures and are often considered as valuable learning experiences.

MSP means Montana State Prison located in Deer Lodge, Montana.

NCCHC Standards means the most recent edition of standards for community corrections residential treatment programs published by the National Commission on Correctional Health Care 1145 W. Diversey

Pkwy. Chicago, IL 60614, Phone (773) 880-1460, and as may be modified, amended, or supplemented in the future.

Offender/Inmate means an adult male or a juvenile adjudicated as an adult serving a sentence of incarceration in an institution, program, or facility operated by MDOC.

Offender Return Rate means an adult offender who enters or returns to an adult community correctional facility or prison in Montana for any reason within three years of release from any correctional facility.

Offer means a written proposal submitted in response to this RFP.

Offeror means any individual, corporation, or other entity responding to this RFP with a written proposal.

Optometric Service means the diagnosis and non-surgical treatment of diseases of the eye.

Parole means the supervised release of an inmate into a community prior to the completion of a sentence, as a result of a decision by the State of Montana Board of Pardons and Parole, and subject to conditions imposed by the board.

Per Diem Rate means the rate paid to the Contractor by MDOC for each inmate housed at the Facility each day.

Policy and Procedure means those written policies and procedures published by MDOC and required to be followed by the Contractor that govern the operation, management, and maintenance of the Facility, including any future modifications, amendments, or supplements.

Polygraph or Clinical Polygraph means a diagnostic instrument and procedure designed to assist in the treatment and supervision of sex offenders by detecting deception or verifying truth of statements by persons under supervision or treatment. The polygraph can assess reports relating to behavior. The three types of polygraph examinations that are typically administered to sex offenders are:

- Sexual History Disclosure Test: Refers to verification of completeness of the offender's disclosure of his/her entire sexual history, generally through the completion of a comprehensive sexual history questionnaire.
- Instant Offense Disclosure Test: Refers to testing the accuracy of the offender's report of his/her behavior in a particular sex offense, usually the most recent offense related to his/her being criminally charged.
- Maintenance/Monitoring Test: Refers to testing the verification of the offender's report of compliance with supervision rules and restrictions.

Pre-Sentence Investigation (PSI) Report means a report prepared by a parole/probation officer to assess a convicted offender and provide assistance to judges in handing down sentences.

Prison Recidivism means an adult offender who returns to prison in Montana for any reason within three years of release from prison. Each release can only have one corresponding return.

Probation means the court's release of an offender, subject to supervision by MDOC and under the direction of the court. Juvenile probation is supervised by the Montana Supreme Court.

Program Participant means an offender accepted into the RSOT Program.

Program Technician means a person who is responsible to provide supervision of offenders, direct involvement with Program activities and ensure security within the facility. A high school degree and successful completion of required training are requirements for this position.

Psychosexual Evaluation means a comprehensive evaluation of an alleged or convicted sex offender to determine the risk of recidivism, dangerousness, and necessary treatment. A psychosexual evaluation usually includes psychological testing and detailed history taking with a focus on criminal, sexual, and family history.

Relapse means a re-occurring sexually abusive behavior or sex offense.

Relapse Prevention means a multidimensional model incorporating cognitive and behavioral techniques to treat sexually abusive/aggressive behavior.

Residential Sex Offender Treatment (RSOT) Program (Program) means a staff intensive and staff directed modified therapeutic community that utilizes principles of cognitive restructuring as its foundation and includes other cognitive therapies that have demonstrated effectiveness in correctional treatment programs. The Program is a 24 hour, 7 day a week, environment of treatment in which the concept of community as method prevails. The process must impact the whole person, in that recovery is not from a specific symptom, but in fact involves global changes in lifestyle and identity. A Residential Sex Offender Treatment Program views treatment as a process of "habilitation" rather than rehabilitation - since most participants have not been subjected to the conditions that produce emotional maturation. A view of "Right Living" is promulgated and participants are expected to adopt fundamental tenets, such as: truth, honesty, self-disclosure; accepting personal responsibility for one's actions; playing a responsible role in the Residential Sex Offender Treatment Program, being a role model, "giving feedback", and self-reliance vs. welfare mentality.

RFP means this Request for Proposal document along with all attachments and subsequent amendments thereto.

Risk Factors means a set of internal stimuli or external circumstances that threaten a sex offender's self-control and thus increases the risk of lapse or relapse. Characteristics that have been found through scientific study to be associated with increased likelihood of recidivism for known sex offenders. Risk factors are typically identified through risk assessment instruments. An example of a sex offender risk factor is a history of molesting boys.

Risk Level means the determination by evaluation of a sex offender's likelihood of re-offense, and if the offender re-offends, the extent to which the offense is likely to be traumatic to potential victims. Based on these determinations, the offender is assigned a risk level consistent with his/her relative threat to others. Sex offenders who exhibit fewer offenses, less violence, less denial, a willingness to engage in treatment, no/few collateral issues (e.g., substance abuse, cognitive deficits, learning disabilities, neurological deficits, and use of weapons) are considered lower risk than those whose profile reflects more offenses, greater violence, and so on. Risk level is changeable, depending on behaviors exhibited within a treatment program. Disclosures of additional, previously unknown offenses or behaviors may also alter the offender's assessed level of risk.

Risk Reduction means activities designed to address the risk factors contributing to the sex offender's sexually deviant behaviors. These activities are rehabilitative in nature and provide the sex offender with the necessary knowledge, skills, and attitudes to reduce his/her likelihood of re-offense.

Sex Offender Specialist Officer means a Probation and Parole officer who has received training specific to the most effective techniques in supervising sex offenders. The training may include information about the Montana Sex Offender Treatment Association, the specialized treatment provided for sex offenders, the various types of sex offenders, the offender's cycle of abuse, red flags to relapse and relapse prevention, and training at the Sex Offender Program at MSP. The specialist networks closely with the community, law enforcement, treatment providers, and crime victims. The specialist duties include writing pre-sentence investigations reports on sex offenders, attending treatment group sessions, assisting with the Crime Victims unit, and community notification and offender registration with the Department of Justice. Sex Offender Specialist Officers are currently located in the Missoula, Hamilton, Helena, Bozeman, Great Falls, Billings and Kalispell Probation and Parole offices.

Sex Offender Treatment Program (SOP) means the program established and run at MSP. The program called: Sexually Abusive Behavior: Evaluation and Recovery Program (SABER) is a three phase prison based sex offender treatment program.

Sex Offender Program I (SOP I): This is an educational phase for offenders who have a documented history of sexually deviant behavior. This phase is approximately 16 week in duration.

Sex Offender Program II (SOP II) is divided up into the following sections: Sex Offender Program Phase II – Orientation - This group is for individuals who have completed Phase I but are still denying their offense. This group is approximately 24 weeks in duration; Sex Offender Program Phase II – This is a cognitive and behavioral based program for offenders who have completed Phase I and are admitting guilt to their sexual offense conviction(s). This program usually takes about two years to complete; Sex Offender Program Phase II – Special Needs – This is a cognitive and behavioral based program for offenders whom have exhibited some type of impairment that may hinder them from progressing in treatment. They must also be admitting guilt to their sexual offense conviction(s). Impairment could mean being illiterate, head injuries, mental illness, comprehension difficulties, mental retardation, etc. The length of program can vary depending on ability, but it is reasonable to say most can complete the program within two years; Sex Offender Program Phase II – Statutory – This is a cognitive and behavioral based program for select individuals who meet certain criteria which include: under the age of 25 when offense committed; victim at least 13 years of age; taking full responsibility for offense; completed Phase I; “consenting” victim or unaware of age; and/ or no previous history of sexually offending behavior. The program is about eight months in length, and; Sex Offender Program Phase III – Aftercare - This program is required for all individuals who have completed SOP II (Intensive Treatment Unit or Out Patient), SOP II Special Needs, or SOP II – Statutory. The individual participates in this group until he discharges from Prison.

Sex Offender Therapist means a professional therapist who is a member, in good standing, with the Montana Sex Offender Treatment Association (MSOTA) or has comparable credentials acceptable to those of the Department of Labor and Industry. Qualifications are: 1) The individual must have received specialized documentable training in evaluation and treatment approaches from a nationally recognized program or provider specializing in working with sex offenders;(2) Received formal education in the area of normal and abnormal sexual functioning; (3) Received at least six hours of documentable annual continuing education in sex offender therapy or human sexuality; (4) Spent the first year of their specialized clinical practice having at least monthly consultation and peer reviews of cases with a specialized sex offender clinician who practices in accordance with established national standards; and (5) Possess one of the following combinations of degree and experience: (a) Relevant bachelor's degree and 4,000 hours of specific sex offender treatment experience; (b) Relevant master's degree, licensing and 2,000 hours of specific sex offender treatment experience; (c) Relevant doctoral degree, licensing and 2,000 hours of specific sex offender treatment experience; or (d) Medical degree and 2,000 hours of specific sex offender treatment experience; and (e) Is a full or clinical member of at least one relevant national organization which has ethics of practice to which they adhere. (ARM: 20.7.304)

SEXUAL OFFENSE means: (a) any violation of or attempt, solicitation, or conspiracy to commit a violation of MDOC Policy [45-5-301](#) (if the victim is less than 18 years of age and the offender is not a parent of the victim), [45-5-302](#) (if the victim is less than 18 years of age and the offender is not a parent of the victim), [45-5-303](#) (if the victim is less than 18 years of age and the offender is not a parent of the victim), [45-5-502](#)(3) (if the victim is less than 16 years of age and the offender is 3 or more years older than the victim), [45-5-503](#), [45-5-504](#)(1) (if the victim is under 18 years of age and the offender is 18 years of age or older), [45-5-504](#)(2)(c), [45-5-507](#) (if the victim is under 18 years of age and the offender is 3 or more years older than the victim or if the victim is 12 years of age or younger and the offender is 18 years of age or older at the time of the offense), [45-5-601](#)(3), [45-5-602](#)(3), [45-5-603](#)(1)(b) or (2)(c), or [45-5-625](#); or (b) any violation of a law of another State of Montana, a tribal government, or the federal government that is reasonably equivalent to a violation listed in subsection (a) or for which the offender was required to register as a sexual offender after an adjudication or conviction.

Sexual Offender Designation means the numerical level assigned by the court or MDOC based on the evaluation of the risk of a repeat offense and the threat that an offender poses to the public safety. The three

levels of designation are:

- level 1, the risk of a repeat sexual offense is low;
- level 2, the risk of a repeat sexual offense is moderate;
- level 3, the risk of a repeat sexual offense is high, there is a threat to public safety, and the sexual offender evaluator believes that the offender is a sexually violent predator.

State means the State of Montana.

Subcontract means any Contract, express or implied, between the Contractor and another party for the purpose of furnishing any material or service required for the performance of the Contract.

Treatment Models means various treatment models are employed with sex offenders.

- *Bio-Medical Treatment Model*: The primary emphasis is on the medical model, and disease process, with a major focus on treatment with medication.
- *Central Treatment Model*: A multi-disciplinary approach to sex offender and sexual abuser treatment that includes all program components (e.g., clinical, residential, educational, etc.).
- *Cognitive/Behavioral Treatment Model*: A comprehensive, structured treatment approach based on sexual learning theory using cognitive restructuring methods and behavioral techniques. Behavioral methods are primarily directed at reducing arousal and increasing pro-social skills. The cognitive behavioral approach employs peer groups and educational classes, and uses a variety of counseling theories.
- *Family Systems Treatment Model*: The primary emphasis is on family therapy and the inclusion of family members in the treatment process. The approach employs a variety of counseling theories.
- *Psychoanalytic Treatment Model*: The primary emphasis is on client understanding of the psychodynamics of sexual offending, usually through individual treatment sessions using psychoanalytic principles.
- *Psycho-Socio Educational Treatment Model*: A structured program utilizing peer groups, educational classes, and social skills development. Although the approach does not use behavioral methods, it employs a variety of counseling theories.
- *Psychotherapeutic (Sexual Trauma) Treatment Model*: The primary emphasis is on individual and/or group therapy sessions addressing the sex offender's own history as a sexual abuse victim and the relationship of this abuse to the subsequent perpetration of others. The approach draws from a variety of counseling theories.
- *Relapse Prevention (RP) Treatment Model*: A three dimensional, multimodal approach specifically designed to help sex offenders maintain behavioral changes by anticipating and coping with the problem of relapse. Relapse Prevention: 1) teaches clients internal self-management skills; 2) plans for an external supervisory component; and 3) provides a framework within which a variety of behavioral, cognitive, educational, and skill training approaches are prescribed in order to teach the sex offender how to recognize and interrupt the chain of events leading to relapse. The focus of both assessment and treatment procedures is on the specification and modification of the steps in this chain, from broad lifestyle factors and cognitive distortions to more circumscribed skill deficits and deviant sexual arousal patterns. The focus is on the relapse process itself.
- *Sexual Addiction Treatment Model*: A structured program using peer groups and an addiction model. This approach often includes 12-Step and sexual addiction groups.

1.5 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be conducted in the **Public Health and Human Services Auditorium located in the basement at 111 North Sanders** in Helena on **August 19, 2008 at 10:00 a.m.** Offeror's are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify MDOC of any ambiguities, inconsistencies, or errors discovered upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on MDOC. Offerors

are asked to notify the MDOC procurement officer that they plan to attend, including the number of representatives that will be in attendance on their behalf.

1.6 GENERAL REQUIREMENTS

1.6.1 Acceptance of Standard Terms and Conditions/Contract. By submitting a response to this RFP, offeror accepts the standard terms and conditions and sample contract as set out in Appendices A and B of this RFP. Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer by the date for receipt of written/e-mailed questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. MDOC reserves the right to address non-material requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in a formal written addendum and will apply to all offerors submitting a response to this RFP. MDOC will make any final determination of changes to the standard terms and conditions and/or contract.

1.6.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in the final contract. MDOC'S sample contract, included as Appendix B, contains the contract terms and conditions which will form the basis of any contract between MDOC and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this Contract, the Contract, along with any attachments prepared by MDOC, will govern in the same order of precedence as identified in the Contract.

1.6.3 Mandatory Requirements. To be eligible for consideration, an offeror *must* meet the intent of all mandatory requirements. MDOC will determine whether an offeror's response complies with the intent of the requirements. Responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.6.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.6.5 Prime Contractor/Subcontractors. The highest scoring offeror will be the prime Contractor if a Contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be identified in the proposal. MDOC reserves the right to approve/reject all subcontractors. The Contractor shall be responsible to MDOC for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and MDOC.

1.6.6 Offeror's Signature. An individual authorized to legally bind the business submitting the proposal must sign the proposal in ink. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude MDOC from obtaining the best possible supply or service. Proof of authority of the person signing the proposal must be furnished upon request.

1.6.7 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn, or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule

of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.6.8 Mandatory and Discretionary Terms. Whenever the terms "shall", "must", "will", or "is required" are written in the RFP, the specification being referred to is a mandatory requirement of this RFP. Failure to comply with a mandatory requirement will result in rejection of the proposal

Whenever the terms "can", "may", or "should" are used in the RFP, the specification referred to is discretionary. Failure to comply with a discretionary term will not be cause for rejection of the proposal; however, it will probably result in a reduction in evaluation scoring.

1.7 SUBMITTING A PROPOSAL

1.7.1 Organization of Proposal. Proposals shall be prepared simply and economically, providing straightforward, concise delineation of the offerors capabilities to satisfy the requirements of this RFP. Offerors must utilize a 3-ring binder and organize their proposal into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement:

"(Offeror's Name)" understands and will comply.

1.7.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. MDOC may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration, any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.7.3 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and five (5) copies** to the MDOC procurement officer. In addition, offerors must submit one electronic copy of the proposal, preferably in PDF format, on compact disk. Offerors unable to provide an electronic copy of the proposal in PDF format must provide it in Word or text format. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to RFP#09-008-ACCD. ***Proposals must be received at the receptionist's desk of the Montana Department of Corrections prior to 2:00 p.m., local time, October 15, 2008. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.***

1.7.4 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed, if requested by the offeror.

1.8 COST OF PREPARING A PROPOSAL

1.8.1 State of Montana Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal, as requested by MDOC, are entirely the responsibility of the offeror. MDOC is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

1.8.2 All Timely Submitted Materials Become State of Montana Property. All materials submitted in response to this RFP become the property of MDOC and are to be appended to any formal

documentation, which would further define or expand any contractual relationship between MDOC and the offeror resulting from this RFP process.

1.9 CONTRACT PERFORMANCE SECURITY

The Contractor must provide contract performance security based upon 25% of the estimated annual contract payments made to the Contractor.

The contract performance security must be provided by the Contractor in one of the following forms, within 10 working days from the Request for Documents Notice. ONLY THE FOLLOWING TYPES OF SECURITY ARE ACCEPTABLE AND MUST BE IN ORIGINAL FORM. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE.

- (a) a sufficient bond from a surety company licensed in Montana with a Best's rating of no less than A- and supplied on the State of Montana's designated form found at <http://www.mt.gov/doa/gsd/procurement/forms.asp> and entitled "Contract Performance Bond"; or
- (b) lawful money of the United States; or
- (c) an irrevocable letter of credit from a single financial institution and supplied on the State of Montana's designated form found at <http://www.mt.gov/doa/gsd/procurement/forms.asp> and entitled "Irrevocable Letter of Credit"; or
- (d) a cashier's check, certified check, bank money order, bank draft, certificate of deposit, or money market certificates drawn or issued by a federally or state-chartered bank or savings and loan association that is insured by or for which insurance is administered by the FDIC or that is drawn and issued by a credit union insured by the national credit union share insurance fund. Certificates of deposit or money market certificates will not be accepted as security for bid, proposal or contract security unless the certificates are assigned only to the State of Montana. All interest income from these certificates must accrue only to the contractor and not the State of Montana.
- (e) personal or business checks are not acceptable.

This Contract performance security must remain in effect for the entire term of the Contract. A new surety bond or irrevocable letter of credit must be issued to the State of Montana if this Contract is renewed.

The Contract performance security must be provided to the following address: Montana Department of Corrections, Attn: Contracts Management Bureau, 1539 11th Avenue, PO Box 201301, Helena, MT 59620-1301.

(See Title 18, chapter 4, part 3, MCA, Title 30, chapter 5, MCA, and ARM 2.5.502.)

1.10 INSURANCE

General Requirements: The Contractor shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the State of Montana, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State of Montana, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$3,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State of Montana, its officers, officials, employees, and volunteers are to be covered and listed as additional insured's; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Specific Requirements for Automobile Liability: The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State of Montana, its officers, officials, employees, and volunteers are to be covered and listed as additional insured's for automobiles leased, hired, or borrowed by the Contractor.

Specific Requirements for Professional Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$3,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of Montana, its officers, officials, employees, and volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: A certificate of insurance from insurer with a Best's rating of no less than A- indicating compliance with the required coverage's has been received by the Montana Department of Corrections, Contracts Management Bureau, PO Box 201301, Helena, MT 59620-1301. The Contractor must notify the State of Montana immediately, of any material change in insurance coverage, such as changes in limits, coverage's, change in status of policy, etc. The State of Montana reserves the right to require complete copies of insurance policies at all times.

1.11 PREVAILING WAGES

PREVAILING WAGE REQUIREMENTS

Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each

contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, and falls under the category of nonconstruction services. The booklet containing Montana's 2007 Rates for Nonconstruction Services is available at the following address: <http://erd.dli.mt.gov/laborstandard/wagehrprevail.asp>

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.1 OFFEROR COMPETITION

MDOC encourages free and open competition among offerors. Whenever possible, MDOC will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy MDOC'S need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented by the offeror; (2) matters involving individual safety as determined by MDOC; and (3) other constitutional protections. See Mont. Code Ann. § 18-4-304.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://www.mt.gov/doa/gsd/procurement/forms.asp> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. An evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, MDOC may consider such factors as accepted industry standards and a comparative evaluation of all other qualified responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to MDOC. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Achieve Passing Score. Any proposal that fails to achieve **60% of the total available evaluation points (i.e., 2,100 total points)** will be eliminated from further consideration. Further, a proposal that fails to achieve 60% of the available evaluation points in a *specific* category may also be eliminated from further consideration.

2.3.6 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals, and prior to the determination of the award, MDOC may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Helena, Montana to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.7 Best and Final Offer. The "Best and Final Offer" is an option available to MDOC under the RFP process and permits MDOC to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be requested to submit their "best and final offer," which must include any and all discussed and/or negotiated changes. MDOC reserves the right to request a "best and final offer" based on price/cost alone.

2.3.8 Evaluation Committee Recommendation for Contract Award. The evaluation committee will provide the procurement officer with a written recommendation for contract award that contains the scores, justification, and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluation committee's recommendation.

2.3.9 Request for Documents Notice. Upon concurrence with the evaluation committee's recommendation for contract award, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required insurance documents, contract performance security, an electronic copy of any requested material, i.e., response to clarification questions and/or Best and Final Offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract is signed by all parties.

The procurement officer will notify all other offerors of MDOC'S intent to begin contract negotiation with the highest scoring offeror.

2.3.10 Contract Negotiation. Upon issuance of the "Request for Documents Notice," the procurement officer and/or state agency representatives may begin contract negotiation with the responsive and responsible offeror whose proposal achieved the highest score and is, therefore, the most advantageous to MDOC. If contract negotiation is unsuccessful or the highest scoring offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, MDOC may terminate negotiations and begin negotiations with the next highest scoring offeror.

2.3.11 Contract Award. Contract award, if any, will be made to the highest scoring offeror who provides all required documents and successfully completes contract negotiation.

2.4 DEPARTMENT RIGHTS RESERVED

While MDOC has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by MDOC to award and execute a contract. Upon a determination such actions would be in its best interest, MDOC, in its sole discretion, reserves the right to:

- cancel or terminate this RFP (Mont. Code Ann. § 18-4-307);
- reject any or all proposals received in response to this RFP (ARM 2.5.602);
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- not award if it is in the best interest of MDOC not to proceed with contract execution (ARM 2.5.602); or
- if awarded, terminate any contract if MDOC determines adequate State of Montana funds are not available (Mont. Code Ann. § 18-4-313).

SECTION 3: SCOPE OF PROJECT

3.0 MISSION

To develop and implement a structured, comprehensive, Residential Sex Offender Treatment Program for offenders convicted of applicable sex offenses or offenders deemed appropriate for placement by MDOC, which provides individual and group treatment utilizing the therapeutic community model for a period of 12 months determined by a sex offender therapist who is a member of the Montana sex offender treatment association (MSOTA) or has comparable credentials acceptable to the Department of Labor and Industry and also meeting additional conditions imposed by MDOC prior to transitioning to the community.

3.1 GOALS AND PERFORMANCE MEASURES

Offerors should support and demonstrate the ways they will meet program goals and how they will measure achievement of these goals. The offeror shall provide both quantitative and qualitative measures of the program's performance. The Contractor must generate management reports that accurately track these measures. The performance measures will be congruent with the goals listed below:

- Accepting responsibility for sex offending and other harmful behaviors;
- Modifying thinking errors, or cognitive distortions, that support offending behaviors;
- Managing negative mood or affect;
- Developing positive relationship skills;
- Managing deviant sexual arousal or interest;
- Maintaining control over unhealthy impulses;
- Developing or enhancing empathy for victims;
- Understanding the sequence of events and risk factors associated with offending;
- Developing effective coping skills to manage identified risk factors; and,
- Identifying and utilizing support networks – those individuals in the community who become part of an extended supervision network, such as family members, employers and others

3.2 SENTENCING

The Montana legislature enacted new legislation governing sexual offender treatment in the 2007 session. **46-18-207 MCA Sexual offender treatment.** (1) Upon sentencing a person convicted of a sexual offense, as defined in [46-23-502](#), the court shall designate the offender as a level 1, 2, or 3 offender pursuant to [46-23-509](#). (4) (a) Except for an offender sentenced pursuant to [45-5-503\(4\)](#), [45-5-507\(5\)](#), [45-5-601\(3\)](#), [45-5-602\(3\)](#), [45-5-603\(2\)\(c\)](#), or [45-5-625\(4\)](#), during an offender's term of commitment to the department of corrections or a state prison, the department may place the person in a residential sexual offender treatment program approved by the department under [53-1-203](#). (b) If the person successfully completes a residential sexual offender treatment program approved by the department of corrections, the remainder of the term must be served on probation unless the

department petitions the sentencing court to amend the original sentencing judgment. (5) If a person's sentence is suspended pursuant to subsection (4)(b), during the suspended portion of the sentence the person: (a) shall abide by the standard conditions of probation established by the department of corrections; (b) shall pay the costs of imprisonment, probation, and any sexual offender treatment if the person is financially able to pay those costs; (c) may have no contact with the victim or the victim's immediate family unless approved by the victim or the victim's parent or guardian, the person's therapists, and the person's probation officer; (d) shall comply with all requirements and conditions of sexual offender treatment as directed by the person's sex offender therapist; (e) may not enter an establishment where alcoholic beverages are sold for consumption on the premises or where gambling takes place; (f) may not consume alcoholic beverages; (g) shall enter and remain in an aftercare program as directed by the person's probation officer; (h) shall submit to random or routine drug and alcohol testing; (i) may not possess pornographic material or access pornography through the internet; and (j) at the discretion of the probation and parole officer, may be subject to electronic monitoring or continuous satellite monitoring. (6) The sentencing of a sexual offender is subject to 46-18-202(2) and 46-18-219. (7) The sentencing court may, upon petition by the department of corrections, modify a sentence of a sexual offender to impose any part of a sentence that was previously suspended.

3.3 HISTORY

The 2007 Montana Legislature passed Senate Bill 547. In addition to modifying criminal penalties for those convicted of sex offenses, expanding registration laws, defining conditions and requirements for sex offender assessments and treatment and other measures designed to strengthen Montana's management of sex offenders, it allows "the Department of Corrections to contract for a residential sexual offender treatment program." Recognizing the unique opportunity Senate Bill 547 offers, MDOC contracted with the Center for Effective Public Policy's Center for Sex Offender Management (CSOM) to provide recommendations for the establishment of this new facility and enhancement of the broader system of sex offender management that are necessary for supporting the success of the facility. The report CSOM presented MDOC provides a major framework for this RFP. Offerors interested in the report can contact MDOC for a copy of the report. Since this is a new sentencing law and residential treatment program, MDOC does not have any historical data available at this time. MDOC anticipates a program that will enhance and expand the treatment of sex offenders currently participating in the Prison based Sex Offender Program and alleviate waiting lists for treatment and reintegration of offenders into the community.

3.4 TREATMENT

Effective treatment for offenders convicted of sex offenses or offenders deemed appropriate for placement by MDOC, can be part of the solution to the reintegration of sex offenders into the community.

Research demonstrates that the most promising sex offender treatment models employ cognitive-behavioral approaches with relapse prevention. Cognitive-behavioral approaches address the relationship between offenders' thoughts, feelings and behaviors; the focus is modifying maladaptive patterns of thinking. Relapse prevention teaches offenders to identify the various risk factors associated with offending behavior and to develop adaptive coping skills to address these risk factors.

3.5 SITING

MDOC may select a Contractor to site a Facility and operate a program if, after a public hearing conducted by the offeror, the applicable governing body of the community passes a resolution in support of the offeror's proposed location. The offeror shall demonstrate community engagement, in addition to the governing body resolution of support, that evidences information has been disseminated to the community/location/public where the potential facility is to be located and that the community/location/public has demonstrated initial support the facility. The Facility must be sited near a

civilian population center within at least: 30 minutes emergency response time of a hospital; and 30 minutes emergency response time of a fulltime or volunteer fire department.

3.6 PROGRAM REQUIREMENTS

3.6.1 General

The Program shall provide services for 116 male offenders convicted of applicable sex offenses and designated as a level one or level two sex offender, or for offenders deemed appropriate for placement by MDOC, for a treatment stay of 12 months (with up to two, six month extensions for a maximum 24 month length of stay. Extensions must be approved by ACCD contract manager prior to the expiration of the original 12 months stay).

The Contractor shall provide all services and management for the operation of the Program, except as otherwise specified in this RFP. **The Contractor shall begin accepting offenders within 14 months of Contract signing.**

3.6.2 Confidentiality

The Contractor will establish a confidentiality policy in accordance with Federal Regulations and Montana Law that identifies how confidentiality will be assured and maintained and exceptions, such as compliance with reporting in regard to the sentencing requirements. Staff and offenders must thoroughly understand and adhere to rules regarding confidentiality of information.

3.6.3 Target Population

Individuals convicted of sex offenses resulting in a designation of a level 1 or level 2 sex offenders by the court or by MDOC, will be the target population. Initially, all offenders with this type of conviction, regardless of the number, may be accepted if the offender has not received previous treatment of this nature, intensity, or duration. MDOC may allow placement of other MDOC offenders into the Program. Offenders with a designation level of 1 or 2 may include individuals who are low functioning and/or developmentally delayed and youth adjudicated as an adult.

3.6.4 Program Description

The Contractor must utilize the Therapeutic Community Model that is cognitive based and has cognitive principles and restructuring as its foundation. In addition to sex offender treatment, the Contractor shall provide chemical dependency treatment and criminal thinking errors and relapse prevention will also have strong emphasis. The Program will be 12 months (with up to two, six month extensions for a maximum 24 month length of stay. Extensions must be approved by treatment contract program manager prior to the expiration of the original 12 months stay) in duration followed by community after-care which may include but not limited to: Conditional Release, Parole, Probation, Intensive Supervision Program (ISP), Enhanced Supervision Program (ESP), or Prerelease Center. The Program will be in phases as follows:

- Phase I - Orientation
- Phase II - Education and Treatment
- Phase III - Relapse Prevention & Re-entry Planning

The offeror must include a detailed plan for managing offenders and establishing a timetable for an orderly and efficient transition for implementation and operation of the Program and a statement relating to the offeror's ability to meet the required deadlines.

3.6.5 Program Guidelines And Principles

The Program expectations include the following basic guidelines and principles:

- The Program design must be clear and comprehensive.
- A structured regimen to provide physical exercise and daily therapeutic tasks.
- The Program must be based on a cognitive restructuring model and emphasize pro-social change and the development of better decision-making skills.
- The Program shall establish and enforce a clearly articulated set of rules and rewards and establish clear consequences for specified behavior in the Therapeutic Community.
- Offenders shall play an integral role in the Program, developing a feeling of ownership while learning fundamental life skills. The treatment approach will include graduated rewards and responsibilities for offenders who earn their treatment success through demonstrated behaviors.
- The Program must follow basic guidelines and principles for identification and understanding of victim impact issues.
- Strong linkages with Probation and Parole, prerelease centers, community sex offender therapists and Community Chemical Dependency programs must be established so that aftercare and follow-up components operate smoothly.

3.6.6 Program Structure and Content

While specific curriculum and program activities will be determined through a process of negotiation and coordinated development between the Contractor and MDOC, the offeror's response shall include: descriptions of the overall Residential Sex Offender Treatment Program design and organization; application of the principles and curriculum of Cognitive Restructuring; specific content areas for treatment and educational activities; proposed schedules (daily, weekly); the degree of, and structure for, managing offender self-governance in community organization; a process for selection, enrollment, and discharge and transfer of participants; a process for individualized treatment planning; criteria for Program completion; etc.

MDOC has developed a program of cognitive restructuring and the corresponding curriculum and expects implementation of this program/curriculum. To ensure compliance with the program design, contract-monitoring reviews will be performed.

The Contractor shall provide polygraph assessments/examinations to all offenders placed at the facility. Polygraph assessment/examinations shall occur upon intake/arrival at the facility; at least every 6 months or halfway juncture of offender's stay; and prior to release from the facility. The Contractor, at a minimum, must contract with a certified state polygraph operator for the purpose of meeting this requirement.

3.6.7 Schedules

As MDOC is placing the offender in this facility for treatment services, the Contractor must provide an active Program schedule. Group services will include, but not be limited to:

- Cognitive Restructuring
- Education in the physical, mental, and environmental effects of sexual offending/abuse.

- Sex education
- Identifying criminal errors in thinking
- Victim impact and awareness issues, including physiological and mental human development
- Promoting public safety by reducing risk to re-offend.
- Relapse Prevention
- Chemical Dependency Counseling
- Promoting pro-social behavior
- Life skill building
- Interpersonal problem-solving skills, including relationship skills
- Interactive Journaling
- Peer group study guided by workbooks
- Earned privilege program
- Re-entry and transfer planning

Programming must be offered 8 to 10 hours per day. Program activities will include therapy groups, peer group study, workbook study groups, education groups, and skill-building groups.

Therapy groups and encounter groups will be therapist led. However, peer group study and workbook study will be monitored by the Case Managers. The Contractor's staff will lead educational and skill building groups. Individual counseling will be provided during the assessment, as needed, and in the re-entry/planning phase. The offeror must address MDOC'S programming expectations in the proposal.

3.6.8 Program Screening

MDOC will develop a screening process for accepting offenders. Generally, all offenders convicted of a sex offense designated as a level one or level two sex offenders or approved through screening and determined appropriate for placement by MDOC, will be accepted. A screening committee will be established to determine acceptance as provided in A.R.M. 20.7.913. MDOC and the Contractor will conduct a conference and review documentation regarding any program participant whose medical or psychological condition poses an impediment to continuation in the program. MDOC retains the discretion to determine the appropriate placement of the program participant. Level 1 and/or level 2 offenders deemed appropriate for placement by MDOC may include offenders who are low functioning and/or developmentally delayed and youthful offenders adjudicated as adults. The Contractor may not deny an offender solely on the basis that the individual is low functioning or developmentally delayed. The Contractor shall, in conjunction with MDOC, assess the number of referrals to the program that are low functioning or developmentally delayed and may consider the development or designation of a specialized treatment unit for low functioning/developmentally delayed offenders that may be separate from the general treatment population.

3.6.9 Program Intake/Assessment, Treatment Planning, Discharge Planning:

3.6.9.1 Program intake/assessment shall include the following:

The Contractor must assess the offender, upon arrival at the treatment center using the STATIC – 99 (or any updated version of the STATIC 99) as the standardized and objective assessment that determines level of risk and need factors associated with sexual recidivism.

For assessment of dynamic risk factors and for treatment progress, the Contractor shall use the Sex Offender Treatment Needs and Progress Scale or STABLE/ACUTE – 2000.

Offenders will be given a sexual history polygraph examination as part of the intake/assessment process.

The Contractor shall, if the original psychosexual evaluation did not contain an ABEL Assessment for Sexual Interests, and there are any indications either by history or admission in the initial polygraph of any possible deviant preference towards children, the ABEL Assessment for Sexual Interests must be completed.

For assessment of general levels of risk and needs associated with recidivism, the Contractor shall use the LS/CMI assessment instrument.

The Contractor will ensure a comprehensive assessment process for each program participant, which includes and address the following additional assessments:

- Medical history, physical exam and laboratory work (i.e. CBC, Chemical Profile)
- Substance Abuse Assessment
- Mental Health Assessment
- Identification of risk factors

The Contractor must provide documentation of the qualifications and expertise of program staff and/or any subcontractor's credentials, expertise, and certifications pertaining to the administration, interpretation, and application of risk needs assessments, polygraph results or any other assessments used to determine progress or release from the facility.

3.6.9.2

Treatment Planning

The Contractor will develop treatment plans and treatment goals that are risk-need assessment driven and individually tailored for program participants. A comprehensive, individualized, assessment-driven treatment plan shall be developed. The treatment plan should be developed:

Jointly by the case management team (Team should be composed of clinical director, primary treatment provider, case manager, and other staff as identified by offeror;

Provide summary of assessment findings;

Provide specific, observable, measurable short- and long-term goals;

Identify needed interventions and modalities to address each goal (linked to assessment findings);

Identification of program staff responsible for respective interventions; and

Target dates for goal attainment.

The Contractor will develop a system of treatment plan reviews and modifications to treatment/case management plans that include, but are not limited to:

- 1) Polygraph maintenance exams;
- 2) Reassessment of dynamic risk factors using the Sex Offender Treatment Needs and Progress Scale or STABLE/ACUTE 2000; and
- 3) Reassessment of general risk needs assessment (LS/CMI) and other assessments.

Items 1, 2 and 3 require at a minimum, reassessment every 6 months or half way point of offender's stay, or more frequently should conditions warrant.

Treatment Goals for sex offenders participating in sex offender treatment should include, but not be limited to, the following:

- Modifying thinking errors, cognitive distortions, or dysfunctional schemas that support sex offending behaviors;
- Managing emotions and impulses in constructive ways;
- Developing healthy interpersonal and relationship skills, including communication, perspective-taking, and intimacy;
- Managing deviant sexual arousal or interest and increasing appropriate sexual interests;
- Practicing healthy coping skills that address identified risk factors;
- Establishing or expanding positive support systems;
- Addressing one's needs in positive ways and not at the expense of others; and
- Leading a productive, satisfying, and fulfilling life that is incompatible with sex offending. The offeror shall develop an objective method by which offenders are assessed at the beginning and end of the Program to measure changes in attitude/behavior. Indicators shall be developed to assist operational staff in monitoring offender's progress during and following Program participation.

3.6.9.3 Discharge Planning

The Contractor shall develop a plan for discharging offenders from the facility that includes, but is not limited to the following:

Within a minimum of 6 months of a sex offender's anticipated release date, based on objectively measured progress toward attaining treatment plan goals, discharge planning should be initiated. Discharge planning should be designed to address the unique needs of sex offenders (e.g., housing and employment challenges, continuity of sex offender treatment, community support networks, etc.) and should include the supervision officer who will be assuming responsibility for the sex offender post-release.

Prior to an offenders' exit from the facility, regardless of the specific reasons for the exit (e.g., successful completion, termination, etc.) a designated clinical service provider or case manager should prepare a discharge report that summarizes and provides final documentation of the following key issues:

- Overall adjustment within the facility;

- Level of participation in treatment services (including CD treatment), including treatment refusals;
- Progress toward the treatment program goals, including the exit ratings from sex offender-specific measure(s) of treatment progress; polygraph examination (Offender must receive a passing score/rating in order to be eligible for discharge); and other assessment instruments;
- Anticipated intervention needs, identified dynamic risk factors that are present, and estimated risk (based on the findings from research-supported, objective, sex offender-specific risk assessments) and;
- An approved release plan that takes into account residence/placement, sex offender registration requirements and fulfillment, any special conditions that the program believes should be considered (including continued Chemical Dependency treatment, if appropriate), , and any special conditions that have been otherwise imposed (e.g., by the courts, BOPP).

Discharge summaries (including results from all polygraph examinations conducted at the facility) should be reviewed and approved by the clinical director and/or program staff and shall be distributed prior to the offender's release to the following:

- Supervising P&P officer;
- Prerelease Center (if applicable);
- MDOC Treatment Program Manager;
- Referring entity (MSP, BOPP, etc);
- Community Treatment Provider;
- Others as necessary.

The offeror shall describe the comprehensive assessment process to be used and provide the format for summarizing the results.

3.6.10 Required Program Phases

3.6.10.1 Phase I - Orientation

Offenders will learn the basic concepts of cognitive restructuring and expectations, as well as completing the assessment process. A pre-treatment motivational component shall also be included.

The goals in this phase will include: providing offenders with an overview of the Program; beginning a curriculum of cognitive restructuring; basic concept of recovery, confronting and correcting criminal thinking; and beginning involvement in group and individual counseling that will continue throughout the Program.

3.6.10.2 Phase II – Sexual Offending Education and Treatment

The primary goal of this phase is to restructure criminal thinking and therefore change criminal behavior. This phase must emphasize the criminogenic needs that pertain to general re-offending as well as sexual re-offending. For sex offenders, these include, but are not limited to, the following:

- Sexual deviance variables (e.g., deviant sexual interests, arousal, or preferences; sexual preoccupations);

- Antisocial orientation (e.g., antisocial personality and traits, psychopathy, negative social supports, pervasive hostility, impulsivity, employment instability);
- Intimacy deficits (e.g., absence of intimate relationships, conflicts in intimate relationships, emotional identification with children, attachment difficulties, distorted schemas and perceptions about individuals and relationships); and
- Pro-offending attitudes and schemas (e.g., beliefs and attitudes that support sexually abusive and other problem behaviors; cognitive distortions such as minimizations, justifications, and rationalizations).

Offenders will also be assisted in examining patterns of thought that recur with negative consequences and developing a plan to change such thinking. Heavy emphasis will be placed on educating offenders regarding the specific physical, mental and environmental impacts of sexual offending/abuse.

The treatment environment will rely on interaction, modeling, and leadership. This phase will build on the basic concepts introduced in orientation, such as: teaching skills needed for positive relationships and a recovering life-style; providing self-help and peer group activities; continuing curriculum on confronting and changing criminal thinking; teaching basic elements of recovery from drug addiction; and, addressing family and gender role issues.

3.6.10.3 Phase III - Relapse Prevention and Re-entry

This phase will have special emphasis on relapse prevention. Offenders will develop an individual relapse prevention plan.

Goals of this phase will include: connecting each individual's aftercare goals to specific methods to accomplish them; learning community resources; continuing overall curriculum; learning and practicing skills necessary to gain and maintain stable employment; teaching the rules and expectations of Conditional Release, ISP, prerelease centers and the conditions of probation, including the role of probation and parole officers; and contacting sex offender treatment providers, chemical dependency providers and self-help groups.

Lastly, offenders will make final preparations for transfer to a prerelease setting or ISP and eventual re-entry into the community; present and discuss the feelings and issues experienced in preparing for a possible return to their home community and how they will cope; and finalize and send completed aftercare plans to relevant persons or agencies.

3.6.11 Program Progression and Failure

Criteria for phase progression and a team staffing protocol must be developed to assess progression from one phase to another based on the inherent phase goals. The Contractor shall use a Treatment Review Committee (TSCTC Boot Camp model) that would not include the primary therapist, but would take feedback from the primary therapist and would review the offenders' progress in treatment and sign off on his progress or lack thereof as a condition for phasing up and/or discharge from the facility. Criteria for Program failure and a plan for handling offender's Program progression will be included. Offenders who do not take responsibility for completing assignments and progressing from phase to phase will face sanctions and, if they do not make positive changes, may be dismissed from the Program. Every reasonable effort will be made by the staff to prevent this, but failure to comply with basic Program requirements will not be allowed. Serious acts of violence or attempted escape will result in termination from the

Program and transfer to prison status. The Adult Community Correction Division Administrator retains sole authority to transfer offenders back to a prison facility.

3.6.12 Program Evaluation

MDOC is primarily responsible for Program evaluation and will be conducting quarterly reviews. The Contractor is expected to participate in these quarterly reviews and assist with data collection (e.g. phase progression, Program completions, and risk assessment results). Program evaluation efforts will commence with Program design and implementation and follow through to outcome. The evaluation model will encompass three areas: Structure, Process, and Outcome.

3.6.12.1 Structure

Structure will involve the review of five functional domains.

- Leadership and Program Implementation
- Assessment and Classification
- Characteristics of the Program (Program Design)
- Qualification and practices of staff
- Evaluation and Quality Control

3.6.12.2 Process

Process evaluation will focus on the principles of effective intervention.

- Intensity of services and method of service delivery
- Depth of Educational information presented
- Implementation of behavioral strategies by qualified staff
- Targeting of criminogenic needs
- Responsivity
- Disruption of criminal networks
- Victim awareness
- Relapse Prevention
- Level of Advocacy and Brokerage

3.6.12.3 Outcome

Outcome evaluation will focus on the following:

- Number of referrals/screening;
- Number of offenders served in the facility;
- Offender demographics;
- Risk-need profiles (i.e., scores from validated assessment instruments, both general and sex offender-specific);
- Objective measures of treatment progress at intake and 6 month intervals (e.g., Sex Offender Treatment Needs and Progress Scale, Phase progression as documented by Treatment Review Committee);
- Average number of treatment contact hours
- Average length of stay for program completers and non-completer exits;
- Successful completion, non-completion and termination rates;
- Disciplinary hearing results;

- Verification of participant changes in knowledge, skills, and attitude using the risk assessment tool
- Follow-up to ascertain the degree of compliance with the transfer and discharge plan, which focuses on continuity of care, life-style changes and a reduction in addictive criminal behavior
- Offender Return Rate. This is best accomplished with multiple indicators and weights, including revocation from or violations in prerelease aftercare placement, arrests, specifically sex offense convictions, incarceration rates, type and severity of offenses, and technical violations.
- (see Appendix D for sample adult offender data collection instrument)

3.6.12.4 Compliance

To ensure compliance with the design of the Program, frequent monitoring reviews will occur. Monitoring reviews will focus on the structure and process of an effective Therapeutic Community Model. Specific benchmarks will be developed and communicated to the Contractor prior to Program implementation. Monitoring reviews will be the responsibility of MDOC.

3.6.12.5 Incentives and Sanctions

A system of progressive privileges and disciplinary procedures will be developed that incorporates basic institutional rules and rules specific to the Residential Sex Offender Treatment Program phases.

An earned privilege program will be established for each phase. The offender's level of participation, behavior, and accomplishment of required tasks will be the basis for granting privileges. Privileges will include, but not be limited to, the ability to obtain:

- Snacks, sodas, and sundry items
- Telephone calls
- Correspondence
- Visiting
- Single rooms
- Recreation time

Facility and offender rules will be developed with MDOC approval and addressed in the orientation phase. Rule violations may result in offender sanctions or removal from the Program. Once an offender has been accepted into the Program, the Contractor shall make every reasonable effort to see that the offender completes the Program. However, certain problems may result in the offender being transferred out of the Program. Decisions of this nature will be made solely at the discretion of MDOC.

3.7 HEALTH CARE SERVICES

3.7.1 General

The Contractor shall provide offenders with health care services, including: medical, psychiatric, dental, optometric, pharmaceutical, psychological and other medical-related services. These services must meet ACA and NCCHC standards, federal, State of Montana and local laws and regulations, and MDOC policies and procedures.

In keeping with operational efficiencies and to reduce exposure to security risk, the Contractor must ensure that as much as is possible, health services will be made available on-site at the facility.

Offers must include a physical description of the planned medical office space.

3.7.2 Health Care Costs

The Contractor shall be responsible for the cost of providing all on-site health care services including psychiatric, geriatric, and dental and medication services and specialty clinics. The Contractor is additionally responsible for the cost and provision of all medically related transportation, both routine and emergency, for off-site services. The Contractor will be responsible for the first one thousand dollars (\$1,000.00) of all off-site health related services per inmate per State of Montana fiscal year (July 1 to June 30). Medical expenses resulting from the negligence or willful misconduct of the Contractor, subcontractor, its officers, agents, volunteers or employees, shall be borne by the Contractor.

3.7.3 Nursing Services

The Contractor shall provide offenders with the on-site services of a Supervisory Registered Nurse and Licensed Practical Nurses 24 hours per day, 7 days per week. Offenders shall be provided access to such medical, geriatric, psychiatric, and dental care services.

3.7.4 Dental Services

The Contractor shall provide offenders with access to routine dental services including, but not limited to, examinations, cleaning, extractions, fillings, and impressions.

3.7.5 Medications

The Contractor shall provide and administer all over-the-counter (OTC) and prescribed medications. Prescribed medications shall be obtained through the MDOC pharmacy management contractor (Diamond Pharmacy).

3.7.6 Mental Health Services

Mental health services shall be available, as needed, 24 hours per day, 7 days per week.

3.7.7 Examinations

Physical examinations of each offender shall be completed within 14 days of offender arrival at the Facility - unless a physical examination was provided at MSP.

3.7.8 Daily Triage of Health Care Requests (HCR), by Nursing Staff

Offenders referred for primary care physician services shall be seen within five (5) calendar days of the referral – after assessment by nursing staff.

3.7.9 Sick Call

Appropriate medical staff shall provide sick call not less than five (5) days per week.

3.7.10 Off-site Specialty Services

The Contractor is responsible for the arrangement and referral of off-site specialty services. When accessing these services, the Contractor will be required to use the medical provider network as outlined in the MDOC Contract for Third Party Claims Administration. **The**

Contractor must provide continuous security of offenders at an off-site medical facility. Offenders shall not be left unattended at any time.

3.7.11 First Aid Equipment

The Facility must have first aid equipment available at all times for medical emergencies. Equipment must comply with local, State of Montana standards. Staff trained in emergency first aid procedures, including cardio-pulmonary resuscitation, must be present on each shift.

State of Montana licensing and certification requirements must apply to health care personnel working in the facility to the same extent as they apply to equivalent personnel in the community. The Contractor must make provisions for medical evaluation of any employee or inmate suspected of a communicable disease and/or exposure to potentially infectious bacteria.

3.7.12 Prior Written Approval

The Contractor shall obtain prior written approval [from MDOC] of all scheduled inpatient hospitalization and surgery. Unapproved inpatient hospitalization and surgery costs will be the responsibility of the Contractor.

3.7.13 Possession of Prescribed/OTC Medications

The Facility must maintain written policies regarding the possession and use of controlled substances and prescribed/OTC medications. The policies must stipulate that prescribed medications are administered according to the directions of the prescribing professionals. Policy and procedure must specify that the records of all medications distributed by facility staff will be maintained and audited monthly, and include the date, time and name of the inmate's receiving medication, and the name of the medical staff distributing medications. MDOC will provide health history records that will accompany the inmate to the facility. Staff must be informed of inmate's special medical problems within the boundaries of medical confidentiality. The Contractor must keep all records current at all times, returning them to MDOC when inmate is returned to a MDOC facility.

3.7.14 Notification of Next of Kin

The Facility must maintain written policies and procedures for the prompt notification of an offender's next of kin and the MDOC in case of serious illness, surgery, injury or death. Any death must be reported immediately to the proper officials as specified in MDOC Policy 4.5.34, Offender Death. A post-mortem examination of all offenders that die while in the custody of the Contractor will be conducted at the Contractor's expense pursuant to 46-4-122(2)(a), MCA.

3.7.15 Informed Consent

In accordance with MDOC Policy 4.5.9, Continuous Quality Improvement Program, Contractor's medical staff shall obtain informed consent from the offender prior to receiving health care treatment. The Contractor shall ensure that offenders have the right to refuse treatment consistent with MDOC Policy 4.5.10, Level of Therapeutic Care.

3.7.16 Suicide Prevention

The Contractor shall implement suicide prevention plans, including appropriate seclusion and/or restraint protocols according to a policy approved in advance by the MDOC.

3.7.17 Continuous Quality Improvement (CQI)

The Contractor shall provide Continuous Quality Improvement (CQI) information to MDOC'S Medical Director, reflecting all time lines and quality of care.

3.7.18 Cost Containment

Offers must include a detailed plan for the implementation and operation of a Cost Containment Program designed to control health care costs. The offer shall address areas in which cost savings will be achieved and evidence of the success with such a program at other Contractor owned and/or operated facilities. The offer must indicate the methods to be used for collecting and analyzing trends in the utilization and cost of health services, along with examples of reports that will be made available to MDOC. The Contractor must make utilization and cost containment information available to MDOC upon request.

3.8 ALCOHOL AND DRUG TESTING

In accordance with MDOC'S policy on "zero tolerance" of alcohol or drug use in the Program, the Contractor must establish a system of drug testing to ensure an alcohol and drug free environment. Alcohol and drug testing must comply with MDOC Policy 3.1.20, Standardized Offender Drug Screening. MDOC will assist in this process if necessary. The Contractor will be responsible for random testing, maintaining and tracking test results, and providing appropriate Program sanctions.

3.9 OFFENDER FILES

After admission of an offender into the Program, the Contractor will establish and maintain appropriate documents and files, which will be stored and secured in a locked cabinet within a locked room in the Program office area. All offender files, and information contained therein, are the property of MDOC and shall be returned to MDOC upon termination of the contract.

3.9.1 Clinical Files

Information to be kept in the clinical files will include, but is not limited to:

- Offender course completion flow chart
- Initial Needs Assessment
- Program plan
- Intake Assessment
- Admission Agreement
- Disclosure consent form
- Offender curriculum/course progress form
- Individualized progress plan/report
- Individualized Transfer and Aftercare plan
- Rules and measures for progressing from phase to phase
- Confidentiality statement
- Documentation of offender eligibility
- Contain a final written case summary of the offender's performance in the Program

3.9.2 Medical Files

Medical files will be maintained and secured separately from all other files. Information to be kept in the medical files will include, but is not limited to:

- Results of Physical Exam and Lab
- Documentation of health care services provided and complaints
- Medication records
- Information from other health care facilities

3.9.3 File Security

The Contractor agrees that offender file materials shall:

1. Be kept in a secure area.
2. Not be copied. However, in the event that a community agency providing treatment to an offender requires access to that offender's files, the copying and distribution of those files will be permitted given appropriate release forms and signatures.
3. Be returned to MDOC upon the date of offender release from the Program.
4. Be confidential via written policy.
5. Be made available to the Department.
6. If maintained electronically, be scrubbed in accordance with United States Department of Defense and State of Montana, Information Services Division standards.
7. Be appropriately encrypted if sent via electronic mail.

3.10 TRANSPORTATION

MDOC will be responsible for initial transportation of offenders to the facility, transportation of offenders to another correctional facility, and transportation of offenders for court appearances. The Contractor is responsible for all other transportation and security functions.

3.11 RETURNED CUSTODY

MDOC agrees to assume custody, at reasonable times, of any offender whom MDOC believes to be unsuitable for treatment in the Program.

3.12 FACILITY CONDITIONS

3.12.1 Environment

The Facility shall constitute a pleasant, safe, and healthful environment that contributes to the development of therapeutic relationships by providing a full range of programs and social activities for all offenders, from two-person conversations to group activities. Offenders should be allowed to keep and display a reasonable number of personal belongings. All areas and surfaces shall be free of undesirable odors.

Offenders shall be encouraged to take responsibility for maintaining their living quarters. Such responsibilities shall be clearly defined in writing and provided at orientation. There shall be documentation that these responsibilities do not constitute full-time, reimbursable work, but are an integral part of the therapeutic treatment.

It is expected that the Contractor will utilize offenders to perform housekeeping duties, janitorial services, laundry duties, and grounds maintenance under the concept of "therapeutic tasks." The use of "inmate workers" will be considered by MDOC if approved and deemed appropriate by the local screening committee.

3.12.2 Furniture/Furnishings/Equipment

All staff and offender furniture, furnishings, and equipment (i.e. desks, tables, chairs, couches, bookshelves, dishes, silverware, etc.) shall be provided by the Contractor and be sufficient to accommodate all offenders. Furniture, furnishings, and equipment shall be comfortable and maintained in clean condition and in good repair.

3.12.3 Department Office Space

The Contractor must provide MDOC with sufficient space at the facility for at least one MDOC staff position (i.e. Contract Monitor or Institutional Probation and Parole Officer (IPPO)). MDOC will provide office furnishings and telecommunications equipment for this position. The Contractor shall insure that the office space has high speed internet connectivity/interface available for MDOC Staff use. Maintenance and cleaning of these offices will be the responsibility of MDOC. Utility costs and other indirect costs will be the Contractor's responsibility.

3.12.4 Facility Condition Inventory

The Contractor shall complete an annual Facility Condition Inventory (FCI) and submit said report to MDOC.

3.12.5 Facility Design

Proposals shall include an architectural design and layout of the proposed Facility, including a detailed narrative sufficient to identify the level of security surrounding the facility, within the facility, access to the facility and the location of all key components of the Facility.

3.13 SAFETY

The Facility shall be maintained and equipped to ensure the health and safety of the offender. Physical health and safety features of the Facility shall conform to requirements of local, State of Montana, or federal authorities having jurisdiction. The Contractor shall provide offenders with reasonable protection against the danger of fire and smoke, injury attributable to the environment, electrical hazards, and the spread of disease and infection. The Contractor shall maintain a record of inspections made by local, State of Montana and federal authorities and a subsequent log of actions taken to correct violations or deficiencies. Plans shall be maintained identifying the steps and timetable for correction of non-conforming conditions.

3.14 WORK STOPPAGES

The Contractor shall develop and maintain written plans providing for the continued operation of the Program in the event of an employee work stoppage.

3.15 DISASTERS

There shall be written plans that identify the procedures for meeting disasters. The plans and procedures shall include assignments of tasks and responsibilities, instructions for the use of alarm systems, notification of authorities, use of special emergency equipment, and specifications of escape routes and procedures. The emergency plans and procedures shall be posted at highly visible locations and explained to each new offender at orientation. Drills shall be held at least quarterly to evaluate the effectiveness of disaster plans and procedures.

3.16 OFFENDER ABSENCE/ESCAPE

- 3.16.1** The Contractor shall be responsible to prevent escapes from the Facility. The Contractor shall engage in immediate and appropriate action to apprehend escapees until law enforcement authorities have assumed control of the pursuit. The Contractor shall be responsible for all costs associated with the pursuit and capture of an escapee and his transportation back to secure custody in the State of Montana. The Contractor shall develop a plan in conjunction with local law enforcement for the apprehension and reporting of escapes from the Facility.
- 3.16.2** The Contractor shall be responsible for all costs incurred by the State of Montana or any political subdivision of the State of Montana incurred as the result of escapes, riots, disturbances, or other natural or human caused events at the Facility.
- 3.16.3** When an offender is unaccounted for and determined to be Absent Without Leave (AWOL), MDOC Policy 3.2.2, Facility Escapes shall be followed. If there are extenuating circumstances, the reporting staff person will indicate them to the MDOC'S representative.

3.17 UNLAWFUL/SUSPICIOUS BEHAVIOR

The Contractor shall report allegations of criminal conduct of offenders to local law enforcement officials and MDOC. The Contractor shall cooperate with any administrative or criminal investigation regarding an offender.

3.18 SUPERVISION

The Contractor shall maintain adequate offender supervision in compliance with contract requirements.

3.19 LAUNDRY

Laundry services shall be the responsibility of the Contractor.

3.20 FOOD SERVICES

- A. The Contractor must provide Program Participants with three meals each day, including two hot meals. Meals shall be served at regular meal times during each 24-hour period, with no more than 14 hours between the evening meal and breakfast. Variations may be allowed based on weekend and holiday food demands.
- B. The Contractor's breakfast, lunch, and dinner menus must provide a minimum of 63 grams of protein and a minimum of 2,900 calories for each inmate during each 24-hour period. These amounts must conform, at a minimum, to the recommended dietary allowances provided by the National Research Council Food and Nutrition Board. The food service area must comply with State of Montana and local health regulations.
- C. Food service staff must develop and publish advance menu plans that are approved by a registered dietician. Copies of all menus served must be kept at the Facility with menu substitutions documented.
- D. The Contractor must provide the following special diets in accordance with MDOC Policy 4.3.2, Menu Planning: low cholesterol; non-pork; modified vegetarian; strict vegetarian; low sodium; low sugar; modified consistency diet for geriatric offenders; and religious and specialized medical diets, including renal, gluten free, liquid, and diabetic diets.

1. The Contractor will provide a single menu for staff and offenders.
2. All menu plans will be based on the Recommended Dietary Allowances (RDA) for males/females (as appropriate) aged 25-50 years as provided by the National Research Council Food and Nutrition Board.
3. The Contractor must maintain adequate refrigeration, cooler and dry storage space to keep a minimum one-week food inventory supply on hand at the Facility.
4. The kitchen and the dining area must be adequately ventilated and properly furnished and clean. A Facility supervisor must conduct routine inspections on a weekly basis.
5. Documentation at the Facility by State of Montana or local inspection authorities that food service facilities and equipment meet established governmental health and safety codes must be maintained. Deficiencies must be noted and corrected as quickly as possible and within a reasonable period of time.
6. All food service personnel must have clean hands and fingernails; wear hair nets or caps; wear washable garments; be in good health; free from communicable disease and infected open wounds; and must practice hygienic food handling techniques. All foods must be properly stored or disposed of at the completion of each meal.

3.21 ACCOUNTABILITY

The Contractor shall provide property inventory and control and strict accountability of resident funds and personal belongings.

3.22 AGENCY SECURITY REGULATIONS

3.22.1 Security Policies

The Contractor will be required to address [in policy], the following security related areas:

1. Use of force.
2. Offender counts.
3. Offender movement control.
4. Key and tool control.
5. Offender searches.
6. Fire life safety.
7. Entrance procedures.
8. Logs and record keeping systems.

3.22.2 Incident Management

The Contractor must have a written Emergency Response (Emergency Preparedness) Plan including appropriate procedures. MDOC will assist if necessary to ensure the Plan and procedures comply with MDOC'S Emergency Preparedness Policies. The Contractor must have a written plan for dealing with offender disturbances and hostage taking. The Contractor must have a signed Mutual Aid Agreement in place with local law enforcement, fire and health agencies.

3.22.3 Contingency Plan

The Contractor and MDOC shall develop a Contingency Plan for transferring control of the Program to MDOC or another contractor upon termination or expiration of this Contract.

3.22.4 Offender Movement

The Contractor must have a written plan to control movement within and outside of the Facility consistent with MDOC Policy 3.1.11, Offender Movement Control. The Facility policy and procedure must account for the whereabouts of the offenders at all times. The Contractor will be required to provide security at all times for offenders assigned to its custody. This includes, but is not limited to: offender counts, court appearances, off-site medical appointments and hospital stays.

3.22.5 Plan Review

The Contractor shall, on an annual basis, review its Contingency, Emergency Response, and Mutual Aid plans and meet with MDOC to review the plans.

3.22.6 Use of Force

The Contractor shall be allowed to use force only while on the grounds of the Facility, while transporting offenders, and while pursuing escapes from the Facility. The Contractor shall be authorized to use only the level of force that is consistent with MDOC policies 3.1.8, Use of Force and Restraints; 3.1.9, Use of Chemical Agents and Oleoresin Capsicum (OC); and 3.1.17, Searches and Contraband Control (additional items of contraband may be identified and clearly defined by Program policy).

3.23 ASSUMED CONTROL

Offeror must provide for MDOC approval detailed plans that MDOC may use to assume control of the Program. Detailed plans shall include, but are not limited to: A plan identifying the process of transferring the Program operation from the Contractor to MDOC upon termination of the Contract.

3.24 RELIGIOUS ACTIVITIES

The Contractor must provide offenders the opportunity to voluntarily practice their own religious activities, subject only to those limitations necessary to maintain the order and security of the Facility. Offenders cannot be required to attend or participate in religious services or discussions.

3.25 OFFENDER RIGHTS

The Contractor must adopt and implement MDOC Policy 3.3.3, Offender Grievance Procedures. The Contractor must provide MDOC with copies of all offender grievances monthly, along with statistical information on number and type of grievances received as required by MDOC.

3.26 OFFENDER TELEPHONES/COMMISSIONS

The Contractor must contract with a public or private telephone company to provide coin less, collect telephone service or phone cards for offenders. The telephone service contract must be submitted to MDOC for review and approval prior to acceptance by the Contractor. Rebates/commissions or other compensation received by the Contractor from the telephone service provider must be directed to

MDOC. Copies of source documentation supporting said rebates/commissions must be available for MDOC review.

3.27 OFFENDER COMMISSARY/CANTEEN

The Contractor shall make canteen items available to offenders. Prices charged for items should be comparable to those charged in MDOC facilities. Separate financial records and accounts must be maintained by the Contractor for all canteen business.

3.28 FISCAL MANAGEMENT/REPORTING

3.28.1 Annual Reports

The Contractor must, have an independent financial audit conducted annually, at its expense, and submit these to the MDOC Contracts Program Manager no later than December 1st of each calendar year.

3.28.2 No Adverse Change

On an annual basis, the Contractor must certify by signature of its authorized representative, that since the date of the Contractor's most recent financial statements, there has not been any material adverse change in the Contractor's business or condition, nor has there been any change in the assets or liabilities or financial condition from that reflected in the financial statements which is material to the Contractor's ability to perform its obligations under this Contract. If requested, the Contractor agrees to provide MDOC with a copy of its most recent financial statement.

3.28.3 Program Audits

The Contractor must allow access to Program records, staff, and offenders to enable MDOC, the Montana Board of Pardons and Parole, the Montana Legislative Auditor or other entities of the State of Montana the opportunity to conduct periodic Program reviews and/or Contract audits.

3.29 OFFENDER DISCHARGE

The Contractor is responsible for transportation of offenders to an approved prerelease center or community ISP placement, upon successful completion of the Program.

3.30 COMPLIANCE

The Contractor shall comply with all applicable local, State of Montana, and federal laws and regulations, correctional standards as set forth in MDOC policy and procedure, and policy and procedure adopted by the Facility and any court order pertaining to a program participant.

3.31 INFORMATION TECHNOLOGY

The Contractor's Facility shall provide Video Conferencing capabilities that allow for connectivity to the court systems and other correctional facilities and the MDOC Central office in Helena.

3.32 OFFENDER PROPERTY

Offender personal property will be limited to three (3) complete changes of clothing and sufficient personal hygiene items, with exceptions as approved by MDOC. The offender and/or the Contractor are responsible for providing clothing. The Contractor must develop a policy to address this issue.

3.33 PROGRAM STAFFING

To promote public safety and offender accountability, staffing must be adequate to meet safety and Program needs and shall be established in agreement with MDOC.

3.33.1 Selection

The selection of staff is perhaps the most critical element in a Program's effectiveness. Thus selection of key personnel will be contingent on MDOC approval. The Contractor's ability to select, hire, train, and manage excellent employees is essential to Program success.

The Contractor will hire all Program and support staff. It shall be the responsibility of the Contractor to hire and to retain an adequate number of fully qualified and certified staff at all times, in order to ensure that the Program is never disrupted or compromised due to employees' absences from work or because of vacant positions.

3.33.2 Licensure/Certifications

All Sex Offender Therapists shall at a minimum have a relevant Bachelor's degree; Master's or higher preferred; have requisite hours of specific sex offender treatment experience and meets all requirements of Administrative Rules of Montana 20.7.304. The therapist must be a member in good standing with the Montana Sex Offender Treatment Association (MSOTA) or have made application for acceptance to MSOTA or have credentials acceptable to the Department of Labor and Industry. Permanent program employment shall be contingent on therapist being accepted by MSOTA and/or Department of Labor and Industry within the first 12 months of employment. Clinical Supervisor must have a Master's degree or higher and be a member of MSOTA or Department of Labor and Industry certified at time of employment.

All Chemical Dependency Counselors providing services for the Program must be certified, or eligible for certification, through the Montana Department of Commerce. Permanent Program employment shall be contingent on counselors being certified within the first 24 months of employment.

The Supervisor Counselor must be certified at the time of employment. In addition, a Masters level therapist must be included in the staffing plan.

Certification is not required for the Case Managers; however, the Case Managers must have a baccalaureate degree.

3.33.3 Additional Qualifications

All Program staff shall be selected on the basis of demonstrated interpersonal skills and ability to work in concert with the goals and methods of the Therapeutic Community Model, as well as the ability to satisfactorily complete specialized therapeutic community training.

3.33.4 Staffing Patterns

The offeror will plan as part of the staffing plan to provide sex offender specific group therapy

sessions with 8 – 10 offenders per group. Groups will be 90 to 120 minutes in duration and occur 3 to 4 times per week. Groups should be co-facilitated by 2 certified therapists, but the offeror must indicate each group is facilitated by 1 certified therapist and one or more of the following co-facilitator: therapist pending MSOTA or DOLI acceptance/certification; intern; case manager, etc. Each therapist is expected to conduct at least 2 group sessions per day they are scheduled to conduct groups and at least 3 to 4 days per work week.

3.33.5 Submission of Staffing Plan

The offeror must include a staffing plan for the Residential Sex Offender Treatment Program. The Contractor must be capable of providing sufficient, experienced personnel to meet the requirements specified in this request. The Contractor may need to adjust their staffing pattern in accordance with the flow of offenders entering the Program. MDOC does not expect the Program to reach full capacity (Minimum 116 male sex offenders) during the first four months.

3.33.6 Staff Training

Prior to delivering services, all non-clinical staff must be trained so as to understand the targeted population and the sex offender specific nature of interventions. The offeror shall address strategy for obtaining the following type of training:

- Etiological theories of sex offending;
- Diversity of sex offenders;
- Risk factors associated with recidivism;
- Contemporary models of treatment;
- Treatment outcomes; and
- Supervision and other key sex offender management strategies.

For program staff providing sex offender treatment, they must document and make available to the department, certification/attestations of on-going training which meets and maintains MSOTA, ATSA or DOLI standards/requirements. The offeror should also include a plan for routine clinical supervision for treatment staff. The plan should specify the minimum number of hours required, per month which may vary based on staff experience and at the discretion of the clinical director.

Prior to delivering services, all Program staff must be cross-trained in the design of the Therapeutic Community Model (TC), including the goals, objectives, methods, materials, and procedures to be implemented. All staff will be trained as Program component facilitators in the cognitive restructuring and interpersonal skills training models. The offeror shall address strategy for obtaining the following type of training:

- Therapeutic Community Model methodology, including experiential teambuilding and on-site skills building for clinical staff. This training should be aimed toward promoting “clinical depth” through TC processes, rather than “packaged” training that emphasizes adherence to structures. Examples of this type training would include training on group process, advanced TC clinical skills, hands-on demonstration of TC processes, etc.
- Cognitive restructuring curriculum that focus on behavioral change and cognitive models that target criminogenic thinking
- Gender and culture specific training, with particular emphasis on Native American culture

- Training to help staff increase their comfort level with more difficult clinical issues faced when working with offenders

Following initial training and startup, the Contractor should develop a facility training plan that provides training to all staff semiannually. The plan should establish minimum training hours, topics and trainers to be used. Clinical staff should participate and, if appropriate, assist with the training provided. The training plan shall be submitted for approval to the department's treatment contract manager.

The intent of this Program is to foster pro-social changes in offenders through the use of appropriate staff modeling, effective treatment curriculum and instruction, and a supportive treatment environment. Persons employed by the Contractor to provide these specialized services therefore, should not exhibit unhealthy or addictive behaviors that may by observation, confound or otherwise negatively impact the effectiveness of the Program.

3.33.7 Background Staff Investigations

The Contractor shall conduct a criminal background investigation of each Program employee or subcontractor prior to allowing access to the Facility. The Contractor shall not employ a person with a felony record without MDOC approval.

3.33.8 Staff Recruitment and Hiring Practices

Offerors must ensure all areas of responsibilities are addressed relative to hiring requirements (background investigations, fingerprinting, licensure, and registration), recruitment and hiring of vacant and critical positions and position descriptions. The cost for all proposed positions shall be funded within the proposed per diem rate.

Offerors must submit a staffing pattern (Staff Assignment Schedule) that will demonstrate an adequate number of staff to ensure supervision for the custody, control, and safety of offender's in the Program. The Staff Assignment Schedule shall include 24-hour supervision as well as adequate, qualified staff to provide all required services. Offerors must provide position descriptions for each position designated on the Staff Assignment Schedule.

A MDOC employee shall be allowed to participate with the Contractor in the hiring process (i.e., interview and selection) of key Program staff.

The Contractor shall submit written personnel procedures to MDOC within thirty (30) days after hiring the first employee.

3.34 SUBCONTRACTORS

Subcontractors may be used to furnish services required by this solicitation. Identified subcontractors shall have the staff and resources within their own capabilities to provide specified services. The Contractor may use volunteers or other community resources to provide recreation, education and religious services to offender. Services of subcontractors and volunteers shall not be authorized without the prior approval of designated MDOC staff. The cost for all subcontractors shall be included in the proposed per diem rate.

The Contractor shall not dismiss the services of a subcontractor until prior written notice to designated Department staff has been given along with the Contractor's plan to ensure continuation of services without interruption via the Contractor's staff or a substitute subcontractor. In either event, the Contractor shall provide relevant documentation as to qualifications to ensure the replacement service

provider complies with MDOC requirements. No replacement services shall commence until the Contractor receives the MDOC'S written approval to proceed.

3.35 VISITATION

The Contractor must provide physical space, furniture, equipment and supervision for visitation in accordance with applicable ACA Standards.

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

4.0 DEPARTMENT'S RIGHT TO INVESTIGATE AND REJECT

MDOC may make such investigations as deemed necessary to determine the ability of the offeror to provide and/or perform the services specified. MDOC reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy MDOC that the offeror is properly qualified to carry out the obligations of the contract. *This includes MDOC'S ability to reject the proposal based on negative references.*

4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for MDOC to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet MDOC requirements. **THE RESPONSE "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY" IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.

4.1.1 References. Offeror shall provide a minimum of three (3) references that are using services of the type proposed in this RFP. The references may include State of Montana or local governments where the offeror, preferably within the last **five** years, has successfully provided Residential Sex Offender Treatment services. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer's telephone number, e-mail address, a complete description of the service type, value of the contract, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. MDOC reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

4.1.2 Resumes/Company Profile and Experience. Offeror shall specify how long the company submitting the proposal has been in the business of providing the services requested in this RFP and under what company name. Offeror should provide a complete description of any relevant past projects, including the service type and dates the services were provided. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

4.1.3 Method of Providing Services. Offeror shall provide a description of a work plan and the methods to be used that will convincingly demonstrate to MDOC how services will be provided, the timeframes necessary to accomplish the work, and how the work will be accomplished to meet the contract requirements as more specifically detailed above in Section 3. Offeror must specifically address all of the requirements defined in this RFP.

4.1.4 Offeror Financial Stability. Offerors shall demonstrate their financial stability to provide and support the services specified by: (1) providing financial statements, preferably audited, for the **three (3)** consecutive years immediately preceding the issuance of this RFP, and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by its most recent annual report.

SECTION 5: COST PROPOSAL

5.0 COST PROPOSAL

Offeror's must submit their cost proposal as indicated below. MDOC will evaluate the proposed rates to determine the annual cost to MDOC. The lowest overall cost from a responsive and responsible offeror receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest cost, as detailed in section 6.1 – Evaluation Criteria. Offers shall include sufficient, detailed justification to support the offered Per Diem rate.

- A. **Proposed Per Diem rate to operate a Residential Sex Offender Treatment Program for 116 Male Offenders.** Offerors must provide a rate per offender/per day (Per Diem) to provide the Program services identified in this RFP.

Per Diem Rate/Offender/Day

\$ _____

SECTION 6: EVALUATION PROCESS

6.0 BASIS OF EVALUATION

The evaluation committee will review and evaluate the offers according to the following criteria based on a **total number of 3,500 points. Specific point values for each section will be included with MDOC response to questions.**

Offers will be evaluated based on the following Scoring Guide. Any firm receiving a "fail" will be eliminated from further consideration.

Any response that fails to achieve a passing score per the requirements of Section 2.3.5 will be eliminated from further consideration. A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the procurement officer.

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (95-100%): A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response covers areas not originally addressed within the RFP and includes additional information and recommendations that would prove both valuable and beneficial to the State of Montana.

Good Response (85-94%): A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-84%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (0-59%): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

6.1 EVALUATION CRITERIA

Scope of Project		55% of points for a possible 1925 points	
Category	Section of RFP	Point Value	
A. Scope Requirements	3.1, 3.2, 3.3, 3.4, 3.8, 3.9 3.10, 3.11, 3.13, 3.14, 3.15, 3.16, 3.17, 3.18, 3.19, 3.20, 3.21, 3.23, 3.24, 3.25, 3.26, 3.27, 3.28, 3.29, 3.30, 3.31, 3.32, 3.34, 3.35		
B. Siting	3.5		
C. Program Requirements	3.6		
Operational Date	3.6.1		
D. Health Services	3.7		
E. Facility Conditions	3.12	Pass/Fail	
F. Agency Security Regulations	3.22		
G. Program Staffing	3.33		
Method of Providing Services	4.1.3		

Offeror Qualifications		30% of points for a possible 1050 points	
Category	Section of RFP	Point Value	
G. References	4.1.1		
H. Years of Experience	4.1.2		
Past Projects	4.1.2		
Staff Qualifications	4.1.2		
Method of Providing Services	4.1.3		
I. Offeror Financial Stability	4.1.4	Pass/Fail	

Cost Proposal		15% of points for a possible 525 points	
Category	Section of RFP	Point Value	
J. Cost Proposal	5.0	525	

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost are 30. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 30 points, Offeror B would receive 20 points ($\$20,000/\$30,000 = 67\% \times 30 \text{ points} = 20$).

$$\frac{\text{Lowest Responsive Offer Total Cost}}{\text{This Offeror's Total Cost}} \times \text{Number of available points} = \text{Award Points}$$

MDOC will evaluate the proposed pricing methodologies to determine the method most advantageous to the State of Montana (i.e., The most advantageous offer for (A) and the most advantageous offer for (B) will be evaluated against the most advantageous offer for (C) to make this determination).

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State of Montana reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State of Montana. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State of Montana's solicitation document and a vendor's response, the language contained in the State of Montana's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, State of Montana, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State of Montana Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State of Montana.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related

accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the Department prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State of Montana, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State of Montana, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State of Montana is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State of Montana electronic funds transfer payments.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another State of Montana or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of Montana of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no State of Montana funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State of Montana Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State of Montana may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313(4).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: the laws of Montana govern this solicitation. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State of Montana. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

APPENDIX B: SAMPLE CONTRACT

1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and _____ (CONTRACTOR) enter into this Contract (#). The parties names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
Adult Community Corrections Division
1539 11th Avenue
PO Box 201301
Helena, MT 59620-1301
(406) 444-3930

(Contractor Name)
(Address)

(City, State, Zip)
(phone)

DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

CONTRACTOR agrees to provide the following services:

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services (or goods), provided pursuant to Section 2, in the following manner:

- A. DEPARTMENT shall pay CONTRACTOR \$_per (unit of measure), not to exceed _____ and ___/100 Dollars (\$_____) per (Fiscal Year, annually, contract period, etc.) for the services described herein.
- B. DEPARTMENT agrees to pay CONTRACTOR within 30 days following receipt of a correct invoice.
- C. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.
- D. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

4. AGENCY ASSISTANCE

To the extent possible, CONTRACTOR shall use its own facilities and equipment in providing the services set forth in Section 2. However, the parties recognize that services provided to DEPARTMENT may occur within the confines of a secure correctional facility necessitating the use of DEPARTMENT facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and telephone service (e.g., Montana State Prison and Montana Women's Prison do not allow wireless phones within facility).

5. TIME OF PERFORMANCE

This Contract shall take effect on _____, 200__ and shall terminate on _____, 200__, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of five (5) additional years. Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

6. LIAISONS AND NOTICE

- A. (Name/address) _____ or successor serves as DEPARTMENT'S liaison.
- B. (Name/address) _____ or successor serves as CONTRACTOR'S liaison.
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

7. OWNERSHIP AND PUBLICATION OF MATERIALS

All materials CONTRACTOR develops or utilizes (i.e., reports, spreadsheets, etc.) in performing the services set forth in Section 2 above shall be the sole property of DEPARTMENT.

8. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Neither CONTRACTOR nor its employees are employees of the State of Montana. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Fiscal Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

9. HOLD HARMLESS AND INDEMNIFICATION

CONTRACTOR agrees to protect, defend, and save the State of Montana, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of CONTRACTOR and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State of Montana, under this agreement.

10. INSURANCE

- A. **General Requirements:** CONTRACTOR shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by CONTRACTOR, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: CONTRACTOR'S insurance coverage shall be primary insurance as respect to the State of Montana, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State of Montana, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by DEPARTMENT. At the request of DEPARTMENT either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of Montana, its officers, officials, employees, and volunteers; or (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage's must be received by the Contracts Manager, PO Box 201301, Helena, MT 59620-1301 prior to start of work under this Contract. CONTRACTOR must immediately notify DEPARTMENT of any material change in insurance coverage, such as changes in limits, coverage's, policy status, etc. DEPARTMENT reserves the right to require complete copies of insurance policies at all times.

- B. **Specific Requirements for Commercial General Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$3,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State of Montana, its officers, officials, employees, and volunteers are to be covered as additional insured's; for liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations; premises owned, leased, occupied, or used.

- C. **Specific Requirements for Automobile Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$500,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State of Montana, its officers, officials, employees, and volunteers are to be covered as additional insured's for automobiles leased, hired, or borrowed by CONTRACTOR.

- D. **Specific Requirements for Professional Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000

per occurrence and \$3,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, CONTRACTOR may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

11. ACCESS AND RETENTION OF RECORDS

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA). CONTRACTOR agrees to create and retain all records supporting the services rendered and/or supplies delivered for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.

12. PUBLIC INFORMATION

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information which is in the nature of a "trade secret" as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

13. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

14. AMENDMENTS

All amendments to this Contract shall be in writing and signed by the parties.

15. COMPLIANCE WITH LAWS

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, State of Montana, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

16. TERMINATION AND DEFAULT

- A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.
- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party's pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. DEPARTMENT, at its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.
- D. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

17. CHOICE OF LAW AND VENUE

The laws of Montana govern this Contract. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

18. LICENSURE

CONTRACTOR agrees to provide copies of current licenses and certifications that register CONTRACTOR and any associates performing under this Contract.

19. ARBITRATION

Any Claim arising out of, or related to, this Contract shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

20. INTEGRATION

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

21. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

22. COMPLETED CONTRACT

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Contracts Management Bureau, PO Box 201301, 1539 11th Avenue, Helena, MT 59620-1301.

SIGNATURE

DEPARTMENT

CONTRACTOR

Name/Title
Facility/Program/Division

Name/Title
Company Name

Date

Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

Date

APPENDIX C: REFERENCED POLICIES

NOT AVAILABLE ELECTRONICALLY

Contact the MDOC Procurement Officer for hard copies.

MDOC POLICY 1.3.14	PRISON RAPE ELIMINATION ACTO OF 2003(PREA)
MDOC POLICY 3.1.8	USE OF FORCE AND RESTRAINTS
MDOC POLICY 3.1.9	USE OF CHEMICAL AGENTS AND OLEORESIN CAPSICUM (OC)
MDOC POLICY 3.1.11	OFFENDER MOVEMENT CONTROL
MDOC POLICY 3.1.17	SEARCHES AND CONTRABAND CONTROL
MDOC POLICY 3.1.20	STANDARDIZED OFFENDER DRUG SCREENING
MDOC POLICY 3.2.22	FACILITY ESCAPES
MDOC POLICY 3.3.3	OFFENDER GRIEVANCE PROCEDURES
MDOC POLICY 4.3.2	MENU PLANNING
MDOC POLICY 4.5.9	CONTINUOUS QUALITY IMPROVEMENT PROGRAM
MDOC POLICY 4.5.10	LEVEL OF THERAPEUTIC CARE
MDOC POLICY 4.5.34	OFFENDER DEATH

APPENDIX D: SAMPLE ADULT OFFENDER DATA COLLECTION INSTRUMENT



Sample Adult Offender Data Collection Instrument

Offender ID #:	Reason did not enter:
Date of referral:	Age: (date of birth)
Date collected:	Sex: male / female
Intake worker: (data collector)	Income: (monthly household income)
Date entered program:	
Ethnicity (check one): African-American Latino/Latina Asian/Pacific Islander Native American Caucasian Other: _____	
Education at Offense (check one): Completed secondary school Received GED Some post-secondary school, training or education Received college degree Post-graduate education Highest grade completed: _____	
Employment at Offense (check one) Unemployed Part-time employment < 32 hrs./wk. Full-time employment 32 hrs./wk. or more	
Marital Status at Offense (check one) Married Separated/divorced Single Widowed	
Residence at Offense (check one) Living w/ spouse Living alone stable Living alone transient Living w/ friends Living w/ parents or siblings Living w/ other family member(s) Living w/ partner (other than spouse) Living in foster care	
Employment Stability at Offense (check one) Change in employment in last 6 months Change in employment in last year No change in employment in last year	
Residence Stability—During the 2 Years Before Arrest for This Case (check one): Has continually resided at the same address Has moved 1–3 times Has moved 4 or more times Transient	
Achieved Skill Level (check one) Unskilled; laborer or service Semiskilled; worker/operator Skilled; major sales, craftsman, technician Supervisor; managerial; foreman; self employed/ small business (other professionals; RN, teachers) High-level professional; doctor, lawyer	
Current Crime—Victim Characteristics—Principal Offense (check all that apply and fill in age) Victim(s) male Victim(s) female Age of victim(s): _____	

Current Crime—Offender Relationship to Victim—Principal Offense (check all that apply)

Stranger	Other relative
Own child	Neighbor
Child of significant other	Acquaintance
Sibling	Date

Did Offender Live with Victim at Time of Offense?

Yes	No
-----	----

Offender Legal Status at Offense—Principal Offense (check one)

No relationship to criminal justice system	On parole
On bail/bond	Work release
On probation	

Current Crime

Offense type: _____

Date of conviction: _____

Date of offense: _____

Misdemeanor (conviction charge)

Misdemeanor (arrest charge)

Felony (conviction charge)

Felony (arrest charge)

Date of sentence: _____

Total number of current offenses: _____

Number of misdemeanors: _____

Number of sex offenses: _____

Number of felonies: _____

Sexual Offense (Conviction/Adjudication) Behavior Past and Present (check all that apply)**Did the Offense Include?****Current Offense****# of Prior Offenses**

Exhibiting

Yes ___ No ___

Frottage

Yes ___ No ___

Peeping

Yes ___ No ___

Obscene calls

Yes ___ No ___

Stealing underwear

Yes ___ No ___

Touching victim's breasts

Yes ___ No ___

Masturbation of victim

Yes ___ No ___

Fellatio on victim

Yes ___ No ___

Cunnilingus on victim

Yes ___ No ___

Penile vaginal penetration of victim

Yes ___ No ___

Digital vaginal penetration of victim

Yes ___ No ___

Object penetration of vagina of victim

Yes ___ No ___

Sodomizing of victim

Yes ___ No ___

Digital anal penetration of victim

Yes ___ No ___

Object penetration of anus of victim

Yes ___ No ___

Masturbation by victim

Yes ___ No ___

Fellatio by victim

Yes ___ No ___

Cunnilingus by victim

Yes ___ No ___

Penetration by victim

Yes ___ No ___

Bestiality

Yes ___ No ___

Verbal coercion/manipulation

Yes ___ No ___

Verbal threats of violence

Yes ___ No ___

Physical force

Yes ___ No ___

Weapons possession

Yes ___ No ___

Weapons use

Yes ___ No ___

Alcohol use

Yes ___ No ___

Illegal drug use

Yes ___ No ___

Other: _____

Pre-sentence Assessment

Pre-sentence report completed

Sex offender clinical assessment completed

Sentence for Current Offense (check one)

Diversion—deferred prosecution

Probation

Jail

Jail and probation

Prison

Prison and probation

Residential placement

Other _____

Sentence length: _____

Criminal History

Type	# of Sex Offenses	# of Other Personal Offenses	# of Property Offenses	# of Drug Offenses	# of Other Offenses
Adult municipal violation _____					
Adult misdemeanor _____					
Adult felony _____					
Juvenile municipal violation _____					
Juvenile misdemeanor _____					
Juvenile felony _____					

If any prior sex offense, specify age of earliest offense: _____

Type of earliest offense: _____

If any prior sex offenses, please list: _____

Substance Abuse History (check all that apply)

Is there evidence of substance abuse history? Yes ___ No ___

If yes, is there evidence of treatment? Yes ___ No ___

Is there evidence of alcohol abuse history? Yes ___ No ___

If yes, is there evidence of treatment? Yes ___ No ___